

54-659/028.547



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Duplicate

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | |
|----------------------------|---|---------------|
| In re application of | : | |
| James Barry Douglas PALMER |) | |
| | : | |
| Serial No. 07/753,907 |) | Art Unit 125 |
| | : | |
| Filed: September 3, 1991 |) | Examiner Rose |
| | : | |
| For: MEDICAMENTS |) | |

Terminal Disclaimer

Honorable Commissioner of
 Patents and Trademarks
 Washington, D.C. 20231

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Sir:

Your Petitioner, Glaxo Group Limited, having a place of business at Glaxo House, Berkeley Avenue, Greenford, Middlesex UB6 0NN, England, represents that it is the owner by assignment of the entire right and title to the above-identified patent application (hereinafter referred to as the "application in suit") and the invention and improvements therein disclosed for the United States by virtue of an assignment from the inventor James Barry Douglas Palmer dated October 18, 1990 and recorded at Reel 5518, Frame 0536 on November 27, 1990, said assignment having been filed in the parent application Serial No. 07/578,601, filed on

September 7, 1990, of which the application in suit is a continuation.

Your Petitioner also represents that it is the owner by assignment of the entire right and title to patent application Serial No. 07/753,906 (hereinafter referred to as "the other application") and the invention and improvements therein disclosed for the United States by virtue of an assignment from the inventor James Barry Douglas Palmer dated October 18, 1990 and recorded at Reel 5518, Frame 0534 on November 27, 1990, said assignment having been filed in the parent application Serial No. 07/578,606, filed on September 7, 1990, of which the other application is a continuation.

Your Petitioner hereby disclaims the terminal part of any patent granted on the application in suit which would extend beyond the expiration date of the full statutory term of any patent granted on the other application, including not only the period provided under 35 USC 154 but additionally any extension available under 35 USC 156, and hereby agrees that any patent so granted on the application in suit shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on the other application, this agreement to run with any patent granted on the application in suit and to be binding upon the grantee, its successors or assigns.

Your Petitioner does not disclaim any terminal part of any patent granted on the application in suit prior to the expiration date of the full statutory term of any patent granted on the other application, including not only the period provided under 35 USC 154 but additionally any extension available under 35 USC 156, in the event that any such patent granted on the other

application later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims cancelled by a re-examination certificate, or is otherwise terminated prior to the expiration of its statutory term, except for the separation of legal title stated above. Your Petitioner does not disclaim any terminal part of any patent granted on the application in suit resulting from any extension of that patent granted under the provisions of 35 USC 155, 155(a) and 156.

Signed at Greenford, Middlesex
England

this 26th day of May 1992.

GLAXO GROUP LIMITED,
by their Attorney



ALAN HESKETH